

1904-046 Chancery Causes: Quinn-Marshall Co. vs. M. Brown & Co.
Lee Co.

Bailey, Legg

CA-Debt
T-Property

-Deed

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County:

Humbly complaining,your orator,Quinn-Marshall Company,an incorporation,would respectfully represent and show unto your honor that M.Brown and E.Brown,doing pusiness under the firm name of M. and E.Brown,are justly indebted to your orator in the sum of \$310.29,which will become due and payable on the 15th day of August,1905,which indebtedness was created for certain bill of goods furnished by your orator to said defendants,an itemized statement of which said bill is here filed as exhibit (1),and as part hereof;that the said bill of goods was shipped to the said defendants on the 15th day of April,1905. At the time the said goods were sold by your orator to the said Browns ~~they said Browns~~ were doing a general merchandise business in Lee County Virginia,and a few days ago the said M. and E.Brown sold out their entire stock of goods to one Baily,not having paid your orator for said bill of goods as aforesaid,and have not as yet paid the same. Your orator alleges that the said sale was fraudulent,and made for the purpose of hindering delaying and defrauding their creditors,especially your orator;that they are disposing and intending to dispose of all their estate both real and personal in Lee County Virginia,and carry the same out of the State with the intent to hinder,delay and defraud their creditors;that they have removed,and are removing and intend to remove all their estate out of the State of Virginia,with the intent to hinder delay and defraud their creditors;that they are intending to remove out of the State with the intent to change their domicil.

Your ortor furthur alleges that the said sale of said stock of goods to the said Baily was in bulk,that the same was made without giving to their creditors the required notice under the law,and that the same was made by said Browns and said Baily with a colluded purpose of hindering,delaying and defrauding the creditors of the said defendants. Your orator is not advised as to the name of the said Baily who made said purchase,and here states its desire to make him a party to this suit as soon as it can accertain the particular Baily making said purchase.

The prayer therefore of your orator is that the said M. and E.Brown be made parties defendant to this bill of complaint and be required to answer the same but not under oath,that being expressly waived;

that an attachment be endorsed upon the process herein directing the sheriff to attach and levy upon said goods and other estate as to make secure said debt as aforesaid; that upon a hearing said property be sold and applied to said debt and the cost of this proceeding, and that your orator be given a judgement against said defendants; and may all other, further and general relief be granted your orator that the nature of their cause and good conscience requires, and it will ever pray &c.

Wm. H. Pennington P.Q.

Virginia,

Lee County, to wit:

I, M.E. Flanary, D.Clerk, for the circuit Court for Lee County do hereby certify that R.L. Pennington this day made oath before me in my county and State aforesaid that the statements made in the foregoing bill are true to the best of his knowledge and belief.

Given under my hand this the 1st day of July, 1905.

M.E. Flanary D.C.

For H.C.T. Ewing, Clerk .

Costs:

Clerk \$9.80
Shff. 3.80
Atty. 15.00
J.P. 3.00
Wits. 1.00
Estimated 5.00
\$37.60

Quinn-Marshall Co

vs. $\frac{1}{2}$ Rice

M. E. Brown

Filed July 1st 1905-

H. C. T. Ewing, Clerk
By M. E. Hancock D.C.

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County,
Virginia:

Humbly complaining, your orator, Quinn Marshall Co. a corporation doing a wholesale dry goods business at the city of Lynchburg, Virginia, would respectfully represent and show unto your Honor that M.Brown & E.Brown, doing business under the firm name of M. & E.Brown, at Crab Orchard, Lee County, Virginia, became indebted to your orator in the sum of \$310.29, as appears by the itemized statement of said account herewith filed, as part of this bill, marked exhibit "A", which sum of money will become due on August 15, 1905, and which sum of money should draw interest from said 15th day of August, 1905, until paid, which said sum of money is still owing and unpaid to your said orator, *and it ought to be covered the same from said Browns at the least.*

Your orator would further represent and show unto your Honor that the said M. & E.Brown are removing, intend to remove and have removed their stock of merchandise and other property, being their own estate, and the proceeds of the sale of their property, or a material part of such estate or proceeds, out of this State, so that process of execution on a judgment, when obtained in action at law would be unavailing, should only the ordinary process of law be used; and the said M. & E.Brown are converting, and are about to convert, and have converted their property or some part thereof into money, securities and evidences of debt with the intent to hinder, delay and defraud their creditors, and especially your orator that the said M. & E.Brown have assigned and disposed of, and are about to assign and dispose of their estate, or some part thereof, with the intent to hinder, delay and defraud their creditors. Your orator would further represent and show unto your Honor that sometime in the month of June, or about that time, the said M. & E. Brown contriving and intending to hinder, delay and defraud your orator in the collection of its said debt, sold and disposed of their entire stock of goods to one Dudd Bailey, a non-resident of this State, living in Harlan County, Kentucky, who carried said goods out of the State, and that the said M. & E. Brown contriving

to defraud your orator in the collection of its debt, undertook, as your orator is informed to execute a homestead deed, whereby as your orator is informed, the said M. & E. Brown jointly executed said homestead deed upon partnership property, being the property of the said firm. And your orator is informed that said deed is fraudulent and void. The premises considered, your orator is advised that it has ^a right to sue out an attachment and maintain this suit for the purpose of attaching the property of the said M. & E. Brown. And your orator alleges that the said M. & E. Brown have property within the County of Lee, and State of Virginia. The prayer therefore if your orator is, that the estate of the said M. & E. Brown be attached. That the said homestead deed as aforesaid, if executed, as your orator is advised it was, be set aside and declared for naught. That said property, which shall be attached on hereunder, or enough thereof, be sold to satisfy the said plaintiff's debt with interest thereon as aforesaid and the costs of this suit, and may all other and further relief be granted your orator. That the nature of its cause and good conscience requires and it will ever pray &c.

Plaintiff's Attorney
 ..Plaintiff's Attorney.....p.q.

Pease Marcell Co

V. G. Rice

W. E. Brown

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of
Lee County, Virginia,

The joint answer of M. and E. Brown to a bill exhibited against
them and others in this honorable Court by Quinn-Marshall Co.
a corporation, and to the attachment sued out in said cause.

Respondents demur to said bill and for cause of demurrer they
say that a court of law has full and complete and adequate juris-
diction of said cause, and there are no grounds for equitable re-
lief asserted in the bill that are sufficient to confer jurisdiction
upon a Court of Chancery.

And not waiving said demurrer, but relying and insisting there-
on, they say that it is true that they are indebted to said plain-
tiffs and they are anxious to pay said debt but are not in a con-
dition to do so now; they deny that they have removed any of their
effects from the state of Virginia, or that they have sold any
part thereof for the purpose of hindering, delaying or defrauding
their creditors; they deny that they intended to remove any of their
effects from the state of Virginia for the purpose of hindering,
delaying or defrauding their creditors; they deny that at the time
said attachment was sued out, or at any time since that said plain-
tiff had any legal cause or grounds for suing out the same; they
deny that the two mules and the wagon mentioned in the levy of
said attachment are subject to levy because they are exempt under
the poor debtor's act, these respondents being hous- holders and
heads of a family actually engaged in the business of agriculture.

It is true that respondents have taken the benefit of the home-
stead, but not for the purpose of avoiding the payment of their
debts but simply for the purpose of protecting themselves from the
ruin that would follow from forced sale, all of which was entailed
upon respondent and brought about by the fact that your respondent
E. Brown was indicted by the Grand jury of this County for a felony
of which he was not guilty, as has been ascertained by the verdict
of the trial jury.

And now having answered, they pray to be hence dismissed.

Duncan & Lovell

Steina-Marshall Co
in { Inddy

M. & E. Brown

Answer

QUINN-MARSHALL COMPANY,COMPLAINANT.

VS.

M. & E. BROWN.DEFENDANT.

This cause came on this day to be heard upon the papers formerly read therein and statement of counsel ask plaintiff that the defendants had settled the amount of money ordered to be paid by them heretofore and there remaining nothing further to be done in this cause the same is stricken from the docket.

Quinn-Mueshuetz Co.

2 3/4 Allen Avenue
M. & E. Brown

Entered in C.A.B.
#8, page 240 ve.

Enter this Dec.

17, 1906.

H. Allen Brown

Quinn-Marshall Company

Complainants

vs

In Chancery

M. & E. Brown

Defendants.

This cause came on this day to be heard upon the bill and amended bill of said complainant and exhibits filed therewith, the depositions of witnesses; the attachment of the complainant and motion of defendants to quash said attachment, and was argued by counsel.

On consideration of all which, the motion of the defendants ~~said attachment is~~ to quash ~~was~~ overuled, the court being of the opinion that the ~~same~~ ^{was} sued out on sufficient grounds. It is therefore adjudged, ordered and decreed that the attachment be, and the same is hereby sustained, and that the complainants ~~receive~~ ^{recover from said} of M. Brown and E. Brown the sum of Three Hundred and Ten Dollars and twenty-nine cents (\$310.29), with interest thereon from Aug., 15th, 1905, till paid and the costs of this suit, and that by virtue of said attachment levied by John T. Hughes a deputy sheriff for P. M. Ball, the sheriff for Lee County, Virginia, at 1:30 P.M. on the 3rd day of July, 1905, on 1-bay horse about seven years old, 1-bay mule about seven years old, and 1-black mule about eight years old, and one two-horse wagon, and a certain tract of land, lying and being in Lee County, Virginia, in the Crab Orchard Country and said to contain (1 2/5) one and two-fifths acres, and being the same land on which said defendants live and conveyed to M. Brown by Fred Barker, said company has a lien for said sum of money, its interest and the costs of this suit.

And it is further adjudged ordered and decreed for reasons appearing to the court that the homestead deed or writing dated on the 30th day of June, 1905 and signed by said defendants and recorded in the clerk's office for Lee County, Virginia, on the 3rd day of July, 1905, was executed by said defendants with intent to hinder, delay and defraud the said plaintiff in the collection of

its said debt, and for that reason said deed or writing is hereby set aside and held for naught in so far as said plaintiff is concerned.

It is further adjudged, ordered and decreed that unless said defendants pay said debt and the costs of this suit within ⁽³⁰⁾ ~~thirty~~ ^{thirty} days from the adjournment of this court, then the said John T. Hughes, who is hereby appointed ~~a commissioner~~ for the purpose, will after advertising the time, terms and place of sale, by posting written or printed notices as required by section 906 and 907 of the code of Virginia for 1904, at five or more public places for thirty days, sell in the town of Olinger in this county, at public auction to the highest and best bidder for cash in hand said horse, mules and wagon; and the said defendants are hereby directed and required to deliver said horse, mules and wagon to said Hughes at said town of Olinger ^{by} 10:00 o'clock A.M. of the day on which said Hughes may fix for the sale of the same, he first giving said defendants or their attorneys in this case notice of the time and place of sale; and if said defendants fail or refuse to deliver said horse, mules and wagon to said Hughes at the time and place of sale, they having given a forth-coming bond for the delivery of said property at such time and place as the court in this cause might fix, then said forth-coming bond shall be deemed forfeited and thereafter said plaintiff may take such action as it may deem proper.

And if said horse, mules and wagon at such sale should fail to bring a sum sufficient to pay said debt, its interest and the costs of this suit and commissions of sale, or if said defendants fail or refuse to deliver said property to said Hughes at the time and place of sale of the same, then R. L. Pennington, who is hereby appointed a special commissioner for the purpose, will, after advertising the time, terms and place

of sale by posting written or printed notices at as many as four public places in this county, one of which shall be posted at the front door of the court house in this county, one in the neighborhood of said land, one in the town of Olinger, and another at Robbin's Chapel for thirty days, offer said land levied on as aforesaid for sale, at the front door of the court house of this county at public outcry to the highest and best bidder for cash in hand a sum sufficient to pay the costs of this suit and commissions of sale, and the residue on six months time with interest from date of sale. He will for such deferred payment take a note with good security payable to himself as such commissioner, and when such deferred payment becomes due said Pennington will collect the same from such purchaser and his surety. And he will report his action to the court. But before said Pennington shall enter upon the duties herein imposed upon him, he will execute a bond before the clerk of this court in a penalty of (\$500) Five Hundred dollars, conditioned as the law requires in such cases. And this cause is continued.

~~M. T. E. Brown~~
Quinn Marshall Co

vs. } Decree
for
sale of

M. T. E. Brown.

Entered in C.A.B.
#8, page 168

Enter this
May, 24-1906
H. A. W. S. L. C.

Quinn Marshall Co.,
vs In Chancery,
M. and E. Brown,

Complainant,

Defendants.

This cause came on this day to be heard upon the bill of the complainants and ^hexhibits filed therewith and its attachment, the demurrer of the defendants, M. and E. Brown, the joinder of the plaintiff therein, the answer of the defendants M. and E. Brown and general replication thereto, and by consent of the parties this cause is continued.

Quinn-Marshall Co. Complt.,

vs Decree

L and E. Brown, Defts.

*Entered in
chancery order book
No. 8 p. 119*

Enter this Decree

Dec. 7th, 1905.

H. A. W. S. C. C.
James

Quinn-Marshall Co., Complainant.

Vs.

M. & E. Brown, Defendants.

The depositions of E. Brown and others, taken before me J.D. Olinger, a justice of the peace for the County of Lee and State of Virginia, pursuant to notice hereto annexed, at the office of J.D. Olinger in the town of Olinger, Virginia, on the 4th day of May, 1906, between the hours of 8. A.M. & 6. P.M., to be read as evidence in behalf of Quinn-Marshall Company, Incorporated, in a certain suit in chancery depending in the Circuit Court of Lee County, Va., wherein the said Quinn-Marshall Company, Incorporated is complainant and M. & E. Brown are defendants.

Present E.W. Pennington, attorney for said Complainant.

" W.K. Hopkins, attorney for said defendants.

E. Brown after being duly sworn, deposes as follows; but the said plaintiff examines said witness under the rules of cross-examination, as he has an adverse interest to the said plaintiffs.

Ques. 1. Give your name, age residence and occupation.

Ans. My name is E. Brown; I am 44 years old. live in the Crab Orchard country, in Lee county, Virginia, and I am a farmer.

Ques. 2. Were you ever in the mercantile business, if so where, and who was your partner, if any you had?

Ans. I have been in the mercantile business, with my wife as a partner. We conducted a general mercantile business in the Crab Orchard country, in Lee County, Va., under the firm name of M. & E. Brown. We run our business as such a firm in this county in the Crab Orchard for about three months, I guess. I think we began our business in February, 1905, and we quit that business in April or May, 1905. I don't remember the date exactly when we did quit our business.

Before opening up our store in the Crab Orchard, we run a store as partners in Harlan County, Ky., for about three years.

Q.3. What did you do with your goods that you and your wife had on hand at the time you quit business?

Wm.R.Bailey

Ans. I let F.F.Bailey have them.

Q.4. Where did said Baileys live at the time you let them have your goods, and where do ~~xx~~ they now live?

They

Ans. On Clover Fork, in Harlan County, Ky., ~~xx~~ lived there when I let them have the goods and they still live there.

Q.5. Did you let said Bailey's have all your goods which you had on hands at the same time? or not?

Ans. I did let them have them all at the same time.

Q.6. State whether before closing out your trade with said Baileys you notified your creditors that you intended to sell your goods in bulk to them?

Ans. I did not. I did not know I was going to let them have the goods until they came after them.

Q.7. In what way did said Bailey's come after your goods?

Ans. I owed them for borrowed money, and they wanted their money: I had gotten in that trouble and thought I would let them have, them, and pay as far they would; that was all I could do.

Q.9. You made a sale of the whole of your goods which you had on hands at the same time, did you not to said Baileys?

Ans. Yes.

Ques. 10. How long did the goods stay in your store until said Baileys moved them, after you sold them the goods.

Ans. About two days, I believe. We traded on one day, and they moved the goods the next. They took the goods to Harlan County, Ky. from our store.

Ques. 11. Was there an invoice of the goods taken and made, before you let the said Baileys have them? If so, where is that invoice?

Ans. I did not take any invoice, but Baileys did take one by running over the goods and finding out what they were worth.

Ques. 12. What did the goods invoice in dollars and cents at the time you sold them?

Ans. \$600.00 and something, I think.

Ques. How much did said Bailey's pay you for the goods?

Ans. They paid me \$600.00 for them.

Ques. How much money did they pay you on them?

Ans. They paid me \$200.00 and something. I owed ~~xx~~ them \$319.00 and they paid me the difference between what I owed them, and the price of the goods. I took \$100.00 of what they paid me on the goods and paid it to Grant Legg. Legg ~~had~~ and Baileys had liens on our lot for what we owed them. I paid the balance of what I got for the goods to the Norton Grocery Co., and Norton Hardware Company.

Ques. Does the firm and M. & E. Brown owe to the plaintiffs in this suit the amount of money for which they sue, that is for \$319.00.

Ans. I think so: I don't dispute the account sued on.

Ques. 14. At the time you sold out your goods to said Baileys, about how much did your firm owe for goods?

Ans. We owed something like \$400.00.

Ques. You remember the sheriff attaching on your house and lot and some other property do you in this case?

Ans. Yes.

Ques. 15. To which of you is the house and lot deed that was attached on, you or your wife?

Ans. I reckon to my wife.

Ques. To which of you, you or your wife or both of you, did the mules and horse attached upon belong at the time the sheriff levied upon them?

Ans. They belonged to both of us, I reckon.

Ques. 17. Were they property used in connection with your store and partnership business?

Ans. No.

Ques. Which is the head of your family, you or your wife? In other words, which of you supports the family mainly?

Ans. I reckon she is. The land belonged to her. We both do what we can towards supporting it.

Ques. Which of you manages you business, makes the trades, plants the crops, etc.

Ans. Either one of ^{us} which is handy generally goes ahead. When I am there, I do, and when I am gone she does. and sometimes when I am there she helps.

Ques. You and your wife in a writing has claimed the benefit of the homestead law have you not, and had the same recorded in the clerk's office?

Ans. Yes.

Ques. Which did you do first take the benefit of the homestead law or sell to said Baileys your stock of goods?

Ans. I don't remember which; I think I took the homestead law after I had sold the goods.

Ques. At the time you and your wife took the homestead law, were you not in debt to the plaintiff in this suit, and had it not been threatening to sue you for the amount which you it?

Ans. I was in debt to said plaintiff, at the time I took the homestead, but had not heard of them going to sue on their claim.

Ans. Why did you ^{and your wife} claim the benefit of the homestead law?

Ans. We were in debt, and it was done to keep them from selling me out; I did not mean to beat no debt, but intended to pay every cent I had into what we owed.

Ans. Then you object in taking the homestead law was keep your creditors from taking your property was it, when you claimed its benefits?

Ans. Yes, sir.

Ques. If you had not have been owing the debt sued on at the time you took the homestead law, you would not have gone to the trouble and expense of claiming it would you?

Ans. If I had not have~~d~~ owed any thing at the time, I don't guess I would have obtained the homestead law.

Ques. ~~What~~ What other wholesale houses besides the plaintiff did you owe at the time you took the homestead law?

Ans. The Norton Grocery Company, the Norton Hardware Company, and Augustus Wright, and Thomas, Andrews and Company.

Ques. Have you paid any of these parties since you took the benefit of the Homestead law?

Ans. I have paid the rise of \$300.00 since.

Ques. Are they all paid up now?

Ans. All but Thomas, Andrews & Co.; I think we owe them some \$30.00 We allso owe Raymond some \$14.00.

Ques. Did Baileys pay you what money they paid you on your goods, at the time they got the goods, or when did they pay you the diference spoken of by you?

Ans. Theye paid the diference by a check at the time they got the goods; but I was to hold it a month before collecting it?

Ques. On what bank was the check they gave you?

Ans. I believe it was on the Pineville Bank, or Harlan Bank for one check and two on the Pennington Gap Bank.

Ques. Whose names were signed to the checks that was payable to at the Pennington Gap Bank.

Ans. F.F. Bailey, I think. It may have been F.F. & V.R. Bailey.

Ques. How long did you owe the Norton Grocery Co., and the Norton Hradware Co., and Augustus Wright at the time you took the Homestead law?

Ans. I don't remember; but it was the rise of \$300.00 that we owed the to three firms.

Ques. How soon after you sold your goods out to said Baileys until you paid Grant Legg the \$100.00 you owed to him?

Ans. In a day or so, I think.

Ques. You would not have sold your goods to said Baileys at the time you did sell them, had you owed no one else, would you?

Ans. Yes. I had to. They^{got} scared up some way; he had been down to Pennington Gap and came rushing after me, and I let them have them.

Ques. What kind of lien did said Baileys have on your house and lot, was it in writing, and recorded?

Ans. It was in writing. I don't know whether they had it recorded. I suppose they have got the writing. I have got the notes they held on me. But I have not got them with me; they are at home.

Ques. What did you owe Baileys for, and how long had you been owing them?

Ans. I owed them for borrowed, and had been owing for^{them} 12 and 13 months.

Ques. Have either of said Baileys got any property in this State and County, if so, what is it and where is it?

Ans. If they have any property of any kind in this State, I don't know of it. I don't reckon they have got any here.

Ques. Did you have a half interest in all the property you and your wife had, except the house and lot you all got from Mr. E. S. Barker?

Ans. Yes, I suppose I did. That is the way we all treated it.

Ques. I notice in your homestead deed you claim it on a gold watch; and Colts pistol
and pistol were they,
whose watch, ~~xxxxxxx~~ yours or your wife's?

Ans. They belonged to me.

Ques. Do you still own the watch and pistol?

Ans. No; I have sold them.

Ques. What has become of the safe on which you claimed the homestead?

Ans. I let Zion Brown have it.

Ques. I hand you what purports to be a copy of the homestead paper or deed signed by you and your wife; Please examine it, and tell how much of the property mentioned in said paper that you still own

Ans. I own yet, the mules, horse, wagon and pided milch cow; the blaance has been sold.

Cross-examined by W.K.Hopkins for defendants.

Q.1. How long have you been a resident of this State?

Ans. About two years now.

Ques.2. Have you ever left this State,with the intent to become a resident of any other State?

Ans. No.

Ques.3. How much did you owe at the time you got into this trouble you speak about.

Ans.I owed something like \$1000.00,including what I owed said Blaileys,and Legg.

Ques. Which ones of those creditors were preferred creditors, that is,which ones debts were secured.

Ans. None except Baileys and Legg;and they had the lien.

Ques. 5. State why if you know,that Baileys called upon you whe he did for their debt.

Ans. He did not tell me at the time; but afterwards,he told m he was at Pennington Gap,and heard them at the Phone telling to go and attach upon my goods.

Ques. What condition was the stock of goods in at the time you sold them to said Bailey?

Ans.They were run down right smart.

~~xxxx~~. They were damaged some;those fellows,had torn my goods up and had glass in my coffee;also glass in my shugar,and blood in it. Also some the shoe boxes were torn up. They were damaged \$100.00,I guess.

Ques.Did,or not,this \$600.00 paid you by the said Baileys,represent a fair cash value for the goods you let them have.

Ans.Yes,sir.

Ques. In making this deal did you have any inten t by doing so to hinder,delay or defraud any of your creditors?

Ans.I did not.

Ques. Have you ever at any time since you bacame a resident o of this State disposed of or attempted to dispose of any of your property,of either your or your wife's with intent to hinder,

delay or defraud your creditors?

Ans. No sir. I have put in on my debts every thing I could sell.

Ques. Has there not been a considerable lot of your property tied up by attachment for the last several months? and if so, about how many dollars worth?

Ans. About \$280.00 worth outside the house and lot.

Ques. Did you take the benefit of the homestead law, with the intent to defraud any of your creditors?

Ans. No, sir.

Ques. Are you now willing to pay your creditors every cent that you reasonably can on what you owe them? if so, about how much could you pay on the dollar?

Ans. If I had a show, I could pay 50 cents on the dollar, and am willing to do that.

Ques. Did I understand you to say in your examination in chief that you had paid some one of your creditors, since you taken the benefit of the homestead law, if so, how much?

Ans. I have paid the rise of \$300.00 since I took the homestead law.

Ques. Did you know that you were to be a witness in this case.

Ans. No, I did not know I was to be a witness. I would show the court the notes taken up from the said Baileys, and I will send them to Mr. Hopkins to be filed in this suit.

Re-examined by Plaintiff.

Ques. Mr. Brown is it your intention to ever pay the debt sued on?

Ans. Yes, sir, to do so, as quickly as I can; I will pay it just as soon as I get able to do so.

Ques. 2. You say in your cross examination that you claimed the benefit of the Homestead law without any intent of defrauding your creditors; that being true, I suppose then, that you claimed it for the purpose only of putting them ^{plaintiff} off in the collection of its said debt until you think yourself better able to pay it than now; is that correct?

Ans. Yes that is correct.

Ques.3. Then your sole object in taking the homestead law was to delay the plaintiffx in the collection of its said debt, and not to completely beat it out of its debt?

Ans. Yes sir.

Ques. 4. For the benefit of the Court when it come to try this case, explain what trouble was it you reffered to a time or two in this deposition.

Ans. The trouble that I have referred to was about some fellows coming to our store and we all got into a fuss, and I was indicted for shooting two of the men; this is the trouble that I had reference to. I have been tried and acquitted for the matters.

And further this deponent saith not.

E Brown

U.S. Grant Legg, another witness after being duly sworn deposes as follows.

Give your name, age residence and occupation.

Ans. My name is U.S. Grant Legg; I am 38 years old, reside in the Crab Orchard country, in Lee County, Va., and am a farmer.

Ques. W. Are you acquainted with Mr. E. Brown and Mrs. M. Brown? if so, how long have you known them?

Ans. I am acquainted with said Browns; I have known them seven or 8 years.

Ques. 3. Dox your remember of the circumstance of said Browns selling out their stock of goods to the Baileys of Harlan Co? If so, state whether after that you had any conversation with Mr. E. Brown about selling his stock of goods, and what reasons for selling them did he assigns if any?

Ans. I remember about said parties elling their goods. Some little time after they had sold their goods, ~~xx~~ told he had gotten

into that trouble with McNeil and Henly, and that he was owing the Companies some for goods and they were getting uneasy about their debts and he said him getting into that trouble caused the companies to get uneasy; he said it appeared that nearly every body was pulling him; that they were going to break him up; and he would have to quit the goods business; he said he saw they were going to pull him and take what he had, and he had to get out of the trouble he was in. He said, I believe he sold them for six hundred dollars; he said they had paid him for the goods down, as I understood it. He did not say any thing about he owing Baileys any thing at the time he sold the goods. At one time in a conversation with Mr. Brown he said it looked like every body was against him except myself and Bill Short who was present at the time; he said we were his friends, that we had proved it, that I had let him have some money, and that Short had worked up some money some way, I did not exactly understand from the Baileys for him.

Ques. 4. From your conversations with Mr. Brown, what did you understand his prime reason was for selling out their stock of goods? Was it or not for the purpose of keeping the Companies whom they owed from getting hold of his property and making their money out of him at that time?

Ans. No from the way he talked, it didn't seem that was it.

Ques. 5. What did you gather from his talks with you, was his prime reasons for selling out his stock of goods in bulk?

Ans. I think it was on account of the opposition to him in his business that was the reason why he sold out, that is the way he talked to me.

Ques. 6. In a short time after they sold out their stock of goods they paid you some money in the way of check did they, or either of them?

Ans. No neither one ever did pay me any thing.

Ques. 7. Did you ever have a lien on their house and lot for any sum of money, if so, for how much?

Ans. I did have a deed of trust on their house and lot for \$104.00.

Ques. 8. Did you have this deed of trust at the time they sold out their goods to Baileys?

Ans. I did.

Ques. 9. Has the money ever been paid?

Ans. No. They owe it yet. I hold the papers yet. I mean I hold the note and deed of trust for it.

Ques. 10. Then Mr. Brown, nor Mrs. Brown, nor any other person for them ever paid you what they were owing you, out of the money which they got from Baileys on the sale of the goods?

Ans. No.

Ques. Do you remember of hearing of the sheriff serving an attachment on any of Browns property? if so, was the goods sold to Baileys before or after the attachment was served?

Ans. The goods were sold before the attachment was served. I don't think it was very long after the goods were sold until the attachment was served.

Ques. 12. In any conversation with Mr. Brown, state whether you asked why he had sold out his stock of goods for the price he had, if you did so ask him, tell his reply to your question, if he made any?

Ans. I did ask Mr. Brown why he had sold out, but I don't remember asking about ~~xxxxx~~ him, the price, he said his enemies had got to pulling him on every side, and he had concluded to go out of the business. He said he was in a hard place, and he wanted to get some money. He claimed he aimed to pay, but he had got into that trouble ^{with} Niel and Henly.

The defendant objects to question 6 and any answer thereto, because the plaintiff will not be allowed to contradict its own witness.

W.K. Hopkins for Defts.

Ques. 1. Were acquainted with the M. & E. Brown stock of goods at the time it was sold to said Baileys?

Ans. I have been in the store; but I never was in the goods business any, and so could say as to its value.

Ques. 2. Was you in the Browns store at any time after Mr. Brown got into his trouble with Niel and Hnely? if so what condition were the goods in?

Ans. I was in the store the next morning, and found the goods in pretty bad shape. There was Roasted coffee scattered all over the floor, sugar, and glass ware broken up over the floor. I saw a lot of show boxes torn up, and two pairs with bullitt holes through them.

Ques. 4. Do you know whether or not \$600.00 would have been a fair price for the goods, you saw there in the house there on that day, and in condidtion that you saw them?

The foregoing question and my answer is objected to, because it has not been proven that they are the same and only goods sold to said Baileys.

Ans. I don't know. I am no Judge of a bulk of goods to just look at them. But it looked to me like a great big damage had been done to them.

Ques. At the time Browns sold this stock of goods to the Baileys did you at that time or soon thereafter, say any thing to him about your debt?

Ans. No, I don't know as I did; it did not give me any scare about my money for I had my trust deed on his house and lot.

Ques. Has Mr. Brown or any one for him since this trouble made any satisfactory arrangments with you of any kind for the payment of your debt?

Ans. I don't know they have. I hold the paers yet against it for my money.

Ques. Ought not the papers be marked satisfied on a settlement between you and Mr. Brown?

\$ 100.00

Ans. I borrowed ~~XXXXXXXXXXXXXXX~~ from Mr. Browns son, and he holds my note for it. I hold M. & E Brown's note for \$ 104.00, and a deed of trust. There is no agreement between us about my note against Browns paying the note that Brown's son holds against me.

Ques. State what had been said about the matter, at the time you got the \$ 100.00 from Brown's son, between you and him? if any thing.

Ans. My understanding was that Mr. Brown had made arrangements with his son to let me have the \$ 100.00.

Ques. So that you have \$ 100.00 of Browns money and he has \$ 104.00 of yours?

Ans. Yes sir.

Ques. How was that payment made to you, by check or cash?

Ans. It was ~~xxx~~ by two checks of \$50.00 each, and signed by F.F. Bailey.

Ques. Is Mr. Brown considered an honest man to pay his debts in your community?

Objected to because irrelevant and immaterial.

Ans. Yes, sir.

Re-examined by plaintiff's counsel.

Ques. 1. If it was Mr. E. Brown's money which you were getting from his son, why did you give your note for it? why did you not credit it on your note which you held against him?

Ans. ~~My~~ I got into a little trade and called upon for my money, and he said he was not ready to settle with me at that time. He said he would make arrangements with his son to loan me that amount.

Ques. Which one of Browns sons was it that you got the two checks from, and how old is he?

Ans. It was John M. He looks to be about 21 or 22 years old. He is a single man living with his father and mother; he stays there some. He works for himself, I notice.

Ques. About how long after you got from Mr. Browns son said two checks, ^{it} was, after they had sold out said stock of goods.

Ans. It was some three or four months after the goods were sold

that I got the \$100.00.

Ques. What reasons if any did Mr. Brown assign for having his son to loan you that money, instead of having it credited upon your note?

Ans. He only said he was not ready to settle the note which I held against him.

Ques. Do you consider your note you hold against Browns paid all but the \$4.00 and its interest?

Ans. No I do not.

Ques. If you were to be called upon by Brown's son for the \$100.00 for which ^{he} holds your note, would tell him you did not owe him any thing; that you had a right to offset your note against him?

Ans. No, I would pay it off.

And further this deponent saith not.

U S Grant Legg

Witness claims One day 50¢ paid.

Virginia,

Lee County, to-wit:

I, J. D. Olinger, a justice of the peace in and for the county and State aforesaid, do hereby certify that the foregoing deposition of E. Brown and U. S. Grant Legg were duly taken, sworn to and subscribed before me, at the time and place and for the purposes mentioned in the caption hereto mentioned.

Given under ^{my} ~~my~~ hands this the 4th day of May, 1906.

J. D. Olinger

J. P.

Quin-Marshall Leo
vs. Depositions

M. E. Brown

Filed May 9, 1906.

J. H. Ewing
Clerk.

Casts

J. P.

\$3⁰⁰
50

M. E. Sugg

M. T. Barber

50

This Homestead Deed made this the 30 day of June, 1905 by Miley Brown wife of Elisha Brown and Elisha Brown of Crab Orchard Virginia, WITNESSETH: That we the said Miley Brown & Elisha Brown citizens of the State of Va. do hereby claim the benefit of the Homestead Exemption under and by Virtue of Section 3650 3651 and 3652 of the Code of Virginia; in the following property to-wit:

One house and lot situated in the Craborchard, Lee County Virginia, consisting of one and two fifth acres of land, more or less and upon which is a store house and dwelling, and being the same purchased from E. S. Barker which I value at	\$1000.00
One team of Mules, one a black Horse Mule, the other a light bay, the Frank Davis Mules, valued at	150.00
One bay horse about 8 years old, the John Whitt horse .	80.00
One small safe M. & E. Brown Inscribed thereon	25.00
One #3 Gilbert Waggon	35.00
One Pided Milk Cow about 7 years old	25.00
One red rone Cow about 7 years old	30.00
One yearling Heifer White with red head	15.00
One two year old Heifer, Red	20.00
My crop of Growing corn for the year 1905, which I estimate at 200 Bushels corn and forage	100.00
One Gold Watch, Elgin	15.00
One Colts 45 Pistol	10.00
Total	\$1505.00

To have and to hold the same exempt from all our debts and liabilities.

Given under our hands date above written.

Milley Brown	(Seal)
Elisha Brown	(Seal)

Virginia, Lee County, to-wit:

I, J. D. Olinger a Justice of the Peace in and for the County

aforesaid in the State of Virginia, do certify that Miley Brown and Elisha Brown whose names are signed to the within writing bearing date on the 30th day of June, 1905 have acknowledged the same before me in my County aforesaid.

Given under my hand this the 3 day of July, 1905.

J. D. Olinger, J. P.

Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County, on this the 3rd day of July, 1905. This Homestead deed was presented, and together with the certificate annexed, admitted to record.

Teste: H. C. T. Ewing, Clerk.

A Copy-Teste:

J. H. C. T. Ewing.

Clerk.

Miley Brown & Elisha
Brown / Homestead
Deed

Filed July 6th 1905-

H. L. Ewing, Clk.

Copy

Check 50¢

STATEMENT

Lynchburg, Va.,

May 30 1905

Mep M & E Brown

Chas Crehard & Co

To QUINN-MARSHALL COMPANY, Dr.

WHOLESALE

DRY GOODS AND NOTIONS

910-912-914 & 916 COMMERCE STREET.

To Balance Due per Statement rendered.

apl	15 Jan 15 n	20347
	17 " 7 n	4773
	17 " 17 R	5909
		310.29

Kindly return this statement when you remit.

Past due bills subject to demand draft through Bank or Express Co.

Lynchburg, Va., *April* 190*5*

M

New York Office
43 Leonard St.

POSTOFFICE

SHIP TO

BOUGHT OF

QUINN-MARSHALL COMPANY,

Importers and Jobbers of

DRY GOODS AND NOTIONS.

910, 912, 914 & 916 COMMERCE STREET.

TERMS

2% Cash in 10 days,
1% " " 30 "
Due in 60 days With-
out discount.

3	Scy Oil Cloth		175	525	
3	Woolen (C) 74-22		3 ³ / ₈	816	
2	Franklin & Co Cat 6261-123		4	584	
2	Chicora 3/4 30 30 60		6'	375	
2	Unquable 1 Cat 60-62 122		5'	640	
2	Pelzer O 46-44 90		4	360	
1	IT Camb 58 ²		6'	366	
1	Darke Bleach 55 ³		6 ³	376	
1	Hunter 59'		6	356	
5	Cambrie				
	62 46 ² 53 56 ² 54 272		3 ²	952	
1	Quater Denim 55		7 ²	412	
1	Gleam Hickory 66		6	396	
1	Middleburg 63		7 ²	473	
1	ON 1 Tick 63'		9 ²	600	
2	3/4 Muslin 66 65 131		2 ²	328	
3	Medina Gts 64-61-31 ² 157		3 ²	550	
7	odi sh 60 ³ 59 ³ 55 ²				
	63 ² - 56 ² - 61 ² - 56 413		3 ²	1458	
2	Simp 3/4 Perc Pts 3462-96		4 ³	456	
2	Simp No. Pts 58-37 95		4 ²	427	
8	3/4 Waistings				
	61 40 44 53 ³ 45 ³ 45 ³ 15 52 367		4	1471	
	Ford			11921	

Claims as to Price, Shortage, Terms, or otherwise, will not be allowed unless reported within FIVE DAYS after receipt of Goods.

LEDGER FOLIO

Lynchburg, Va.,

190

M

New York Office
43 Leonard St.

POSTOFFICE

SHIP TO

BOUGHT OF

QUINN-MARSHALL COMPANY,

Importers and Jobbers of

DRY GOODS AND NOTIONS.

910, 912, 914 & 916 COMMERCE STREET.

TERMS

2% Cash in 10 days,
1% " " 30 "
Due in 60 days With-
out discount.

	Ford						119	21
2	Tartan Pts 54-45	99	4				3	96
4	Web Oil 57 ³ 57' 55 ³ 51'	222'	4				8	89
3	Royal Blue Pts 52 42 48	142	3 ⁰				5	33
3	Atlas Silk 48 42 53	143	10				14	30
1	Satin Francois	40	10 ²				4	20
2	Ogata, Gung 58-56	114	4				4	56
10	Hustle Savons 61 61 62 64 ² 60 62-62 ² -65 ² 64- 47 ²	610	3 ²				21	35
4	Organdies 37' 25-33 24'	119 ³	7 ²				8	97
1	Off Specialty	53 ²	10 ²				5	62
1	Satilla Catade	49 ²	13 ²				6	68
	C & D						40	
		203.07						203 47
		4-73						
	Duplicate	59.01						
		210.27						

Claims as to Price, Shortage, Terms, or otherwise, will not be allowed unless reported within FIVE DAYS after receipt of Goods.

Lovell.

Lynchburg, Va., April 17 - 1905

Mess M. & E. Brown

New York Office
43 Leonard St.

POSTOFFICE

Crab Orchard Va

SHIP TO

appalachia, Va

BOUGHT OF

QUINN-MARSHALL COMPANY,

Importers and Jobbers of

DRY GOODS AND NOTIONS.

910, 912, 914 & 916 COMMERCE STREET.

2287

TERMS

Goods in this
Column subject to

Goods in this
Column subject to

60 Extra

2/10
1/30
or 60 days

8/10
5/30
3/60

or 4 Months.

278	1	Dog Half Horse		75	
277	1	" "		75	
Dray	2	" "	45	90	
104	1	" La.		75	
120	1	" "		75	
942	1	" "			1 25
23	1	" Mirrors		3 50	
90/27	1	Gro. Pant Buttons			90
608	1	Dog Pocket Combs			40
804	1	" Belts			2 00
130	1/2	" Umbrellas	6 00		3 00
823	3	" Pencils	35		1 05
389	1	" "			40
Bertin	1	" Corsets		2 25	
1028	1	Pce. Hamburg 40 1/2 yds	3 1/2		1 42
1055	1	" " 33 3/4 "	6		2 02
	1	Dog suspenders 136 & 1030			4 50
50	1	" "		45	
700	1	" "			75
463	1	" "		1 25	
152	1	" Towels		75	
939K	1	" "			2 00
80	1	" Brocade Handker.			4 50
225	2	" Handker.	45		90
6698	2	" "	85		1 70
56/008	1	" "			75
65-04 C.J.	1	" "			75
20	1	" " Brocade			3 00
70	1	" "			40
	1	" Jew's Harps			65
	1	" " " ant forward			20
				12.10	32.54

190

910, 912, 914 & 916 COMMERCE STREET.

TERMS

Goods in this
Column subject to

60 Extra

 $\frac{2}{10}$ $\frac{1}{30}$

or 80 days. or 4 Months.

8/10

5/30

3/60

12	10	32	54
----	----	----	----

450

450

452

225

900

450

225

2 25

451

2 25

2 25

225

2 25

2 2 5

75

150

125

200

75-

46

40

85

175-

75

125

25

66

8

40

45.70

56.4

Claims as to Price, Shortage, Terms, or otherwise, will not be allowed unless reported within FIVE DAYS after receipt of Goods.

Lynchburg, Va., April 17 190 5

Mess M. & C. Brown

New York Office
43 Leonard St.

POSTOFFICE

Crab Orchard

SHIP TO

Cont

BOUGHT OF

QUINN-MARSHALL COMPANY,

Importers and Jobbers of

DRY GOODS AND NOTIONS.

910, 912, 914 & 916 COMMERCE STREET.

TERMS

Goods in this
Column subject to

Goods in this
Column subject to

2/10

1/30

or 80 days.

6/10

5/30

3/60

or 4 Months.

61 Extra

		<u>Ant Forward</u>			
<u>3</u>	<u>1</u>	<u>Doz Pins</u>			
	<u>5</u>	<u>Box Ball Cotton</u>	<u>19</u>	<u>95</u>	<u>35</u>
	<u>6</u>	<u>" " "</u>	<u>14 1/2</u>	<u>73</u>	
<u>2/0</u>	<u>1/4</u>	<u>Doz skirts</u>	<u>9.00</u>		<u>2 25</u>
		<u>C & D</u>		<u>35</u>	

47.73 59.09

Sorry out of a few items

Duplicate

STATE OF VIRGINIA }
CITY OF LYNCHBURG } To-wit:

I, JOHN A. FAULKNER, a Notary Public in and for the city aforesaid in the State of Virginia, do hereby certify that

W D Beech Day & Co
Marshall Co a Corporation chartered
under the laws of Virginia

this day personally appeared before me in my said city and made oath that to the best of the affiant's belief

has a claim against *Quinn Marshall Co* to

the amount of *Three hundred, ten & 29/100* Dollars

(\$ *310²⁹*); that the said amount is justly due; that the said

claim interest thereon as follows: *Quinn Marshall Co*
From June 17th 1905

~~*This bill is not up*~~

and that the paper hereto attached is a true account of said claim.

Given under my hand and notarial seal this *31st* day of *May*, 190*5*

John A. Faulkner
Notary Public.

I hereby certify that this is a case in which,
by the laws of Virginia, no tax is required upon
the notarial seal hereto affixed by me.

John A. Faulkner
Notary Public.

Quinn-Marshall Co
v $\frac{1}{2}$ Tex #310.24

M. & E. Brown-

In the Circuit-Court of the County of Lee

Quinn-Marshall Co. Incorporated

Plaintiff

against

IN

M. Brown & E. Brown, partners
under the firm name of
M. & E. Brown, Defendant

Defendant

W. D. Prumpton agent & attorney for *Quinn Marshall Co.* -
maketh oath and saith, that he believes
the claim, for which the above entitled action is instituted, to be just; that he, the affiant, believes
that *Quinn Marshall Co.,* is entitled to and ought to recover in said action
\$ *310.29* (at the least), with interest thereon to be computed at the rate of *6*
per centum per annum, from the *15* day of *Aug.* *which will be due Aug 15, 1905,* 190*5*, till paid; and that to the
best of *his* belief the said defendant is: *M. Brown & E. Brown*

1. _____ a foreign corporation, or _____ not a resident of this State, and has estate or debts owing to said defendant within the _____ of _____ in which the action is or _____ sued with a defendant residing therein ;

2. are removing ~~or~~ about to remove out of this State, with intent to change their domicile.

3 are removing, ~~or~~ intend to remove, ~~or~~ have removed their stock of
Merchandise & other property, & ~~have taken~~ have taken
~~in the Court~~ in the Court ~~to which he said Mr. C.~~
~~from his~~
their own estate, ~~or~~ the proceeds of the sale of their property, or a material part of
such estate or proceeds, out of this State, so that process of execution on a judgment, when
obtained in said action, will be unavailing;

4. ~~are~~ converting, ~~are~~ about to convert, ~~have~~ converted, ^{Real personal} ~~this~~ property or some part thereof into money, securities, ~~evidences~~ of debt, with intent to hinder, delay, ~~defraud~~ ^{this} creditors.

5. Have ~~assigned~~ or disposed of, or on about to assign or dispose of, their estate, or some part thereof, with intent to hinder, delay, or defraud their creditors.

Prof. L. Cunningham

Subscribed and sworn to before me, this 1st day of July 1905.

W. S. Hanson D. Clerk
for W. E. Caring, Clerk =

Lucius Marshall Co

vs. }

AFFIDAVIT FOR
ATTACHMENT.

M. & E. Brown

Filed the *1st* day of *July* 190*2*

A. C. Ewing, clk.

By M. E. Hawley, D.C.

Know all Men by these Presents, That ~~we~~

R. L. Pennington

~~are~~ ^{am} held and firmly bound unto *The Commonwealth of Virginia*

in the sum of *Six hundred & twenty* Dollars, to the payment whereof ~~we~~ ^I bind
~~myself, my heirs, executors & administrators~~ ^{myself, my heirs, executors & administrators} jointly and severally, by these presents. ~~we~~

hereby waive the benefit of ~~our~~ ^{my} homestead exemption as to this obligation and also any claim or
right to discharge any liability to the Commonwealth arising under this bond with coupons detached
from the bonds of this State.

Witness ~~our~~ ^{my} hands and seals this *6th* day of *July* 18*95*.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas

Quinn-Marshall Company is
plaintiff in a suit instituted in the *Circuit* Court of the *County* of *Lee*

against *M. Brown and E. Brown, doing business*

under the firm name of M. & E. Brown

defendant ~~s~~, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said

Court an attachment against the estate of the said *M. & E. Brown*

for the sum of *(\$310.00)* *Three hundred and Ten Dollars*,

being the amount claimed by the said plaintiff in the said suit.

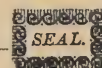
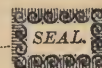
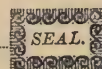
Now, THEREFORE, If the said *R. L. Pennington or said Quinn-Marshall Co.*

shall pay all costs and damages which may be awarded against ~~said Pff.~~ or sustained by any

person by reason of *its* suing out of the said attachment, then the above obligation to be void,

otherwise to remain in full force.

R. L. Pennington



Executed in the presence of

In the Clerk's Office of the _____ Court of the _____ of _____ 189____

the securit _____

in the above bond, this day made under oath before me _____

Clerk of the said Court, that _____ estate, after the payment of all _____ debts and of such

liabilities as _____ he _____ ha _____ incurred for others and expect to have to pay, _____ worth

\$ _____ the penalty of the said bond.

Given under my hand as Clerk of the said Court, this _____ day of _____ 189____

Lucinn-Marshall Co.

M & C Brown^{vs.}

ATTACHMENT BOND

to

{ \$310⁰⁰

Commonwealth

Perrington Bros. & Co.

KNOW ALL MEN BY THESE PRESENTS, That we M. Brown and E. Brown, and
E. M. Cooper J. R. P. Legg hereby waiving the benefit of
our homestead exemptions as to this obligation, are held and firmly bound
unto Quinn-Marshall Co., in the sum of Six Hundred and Twenty Dollars,
to the payment whereof we bond ourselves, our heirs, executors and admin-
istrators, jointly and severally by these presents.

Witness our hands and seals this the 14 day of July, 1905.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Quinn-
Marshall Co., has sued out an attachment against the estate of M. and E.
Brown, from the office of the clerk of the Circuit Court for Lee County,
upon a claim to a debt for \$310.29, and returnable to the first day of
the next term of the Circuit Court for Lee County, and directed to the
sheriff of the County of Lee, and whereas John T. Hughs, deputy for P. M.
Ball, sheriff of the County of Lee, by virtue of the said attachment
hath taken and levied upon the following property belonging to the said
M. and E. Brown, to secure and satisfy the said claim, to wit: One bay
horse about 7 years old; one bay mule about 7 years old; one black
mule, about 8 years old; and two horse wagon

And the said M. and E. Brown being desirous of keeping their said prop-
erty in their possession, untill the further order of the court, hath ten-
dered the above bond E. M. Cooper J. R. P. Legg
as security for the forthcoming and delivery thereof, according to the
order of the court therein; Now, if the above bound M. and E. Brown, do
and shall deliver the said property aforesaid, and shall have the same
forthcoming at such time and place as the court may by any order entered
in said cause require, then the above obligation to be void, otherwise to
remain in full force and virtue.

Witness the following signatures and seals.

M. Brown Seal.

E. Brown Seal.

E. M. Cooper Seal.

J. R. P. Legg Seal.

J. M. S. Legg Seal.

Witness:

QUINN-MARSHALL CO.,

vs Forth Coming Bond.

M. and E.Brown.

The withing attachment executed at 1:30 P.M. on the 3rd day of July, 1905 by levying on the following property and effects of the within named M. Brown and E. Brown—all of which at the time of levying on the same being in the State of Virginia, in Lee County, and in the possession of the said Browns, to-wit: One bay horse about seven years old; one bay mule about seven years old; one black mule about eight years old, and one two horse wagon;

Also further executed ^{at the same time} by levying a certain tract or parcel of land, lying and being in Lee County, Virginia, in the Crab-orchard country, and said to contain one and two-fifths acres and being the same land on which said M. & E. Brown now lives or one of them and conveyed to them by Fred Barker.

Given under my hand this the 3rd day of July, 1905.

J. P. Hughes D.S.
For P.M. Ball, S.L.C.

The said M. and E. Brown with E.M. Cooper, J.K.P. Legg and M.L. Legg as sureties gave a forthcoming bond for the delivery of said personal property levied upon as above, on the 14th day of July, 1905, and thereupon said property was left in the possession of said Browns. Said forthcoming bond is herewith attached. This July, 14th, 1905.

J. P. Hughes D.S.
for P.M. Ball, S.L.C.

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon M. Brown and E. Brown,

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the first Monday in August, 190⁵,
to answer to a bill in chancery, exhibited against them in our said Court by
Quinn-Marshall Company, an incorporation,

And have then there this writ. Witness H. C. T. Ewing, Clerk of our said Court, at
the court-house, the 5 1st day of July, 190⁵, and in the
12th year of the Commonwealth.

H. C. T. Ewing, Clerk.
By W. H. Hannon, D.C.

Commonwealth of Virginia,

To the Sheriff of Lee County-Greeting:

Whereas Quinn-Marshall Company, an incorporation, has, in the clerk's office for the Circuit Court for Lee County, this day filed a bill in equity against M. Brown and E. Brown, doing business under the firm name of M. & E. Brown, for the purpose, among other things, to secure and enforce its claim against the said M. and E. Brown to a debt of \$310.29, which will become due and payable on the 15th day of Aug, 1905; and,

Whereas, R. L. Pennington, agent and attorney for the said Quinn-Marshall Company, has, before me in my said office, in Lee County, Va., made affidavit that the plaintiff's claim is believed to be just, and will become due and payable on Aug. 15, 1905, that the affiant believes that the plaintiff is entitled to and ought to recover, at least, the sum of \$310.29; and has in said affidavit assigned several grounds for said attachment, as will be seen from said affidavit and said bill; and

Whereas upon such affidavit, the plaintiff doth now require me, the said clerk, to endorse on a summons an order to the officer to whom it is directed to attach the estate of the said defendants, especially a certain stock of goods and merchandise and tract of land situated in the Craborchard;

Therefore we order and command you that you attach the ~~debt~~ estate of the said M. Brown and E. Brown, and especially the estate above mentioned, for the amount of the said claim of the said plaintiff, and such estate attached in your hands to secure that the same shall be forthcoming and liable to further proceedings thereupon to be had before our said Circuit Court at the next September term thereof, and that you on the first ^{day} of the said term have then and there this writ, and make return how you have executed the same.

Witness, H. C. T. Ewing, clerk of the circuit Court for Lee County, at the court house thereof in the county and State aforesaid, the 1st day of July, 1905, and the 129th year of the Commonwealth.

H. C. T. Ewing Clerk.
By M. E. Hawley, D.C.

Form No. 300

QUINN-MARSHALL COMPANY,

SUBPOENA
IN
CHANCERY.

vs.

M. & E. BROWN.

Pennington Bros.

p. q.

To First August

Rules

Lee Circuit Court.

Executed the within subpoena in
in Chancery on the 3rd day of
July, 1905, by delivering true
copies of the same to the within
named M. Brown and E. Brown. This
July, 3rd, 1905.

D.S.

A. D. Hughes
For P. M. Ball, S. L. C.

Quinn Marshall Co

7.

M. & E. Moore -

Judgment for	#310.29.
Interest from Aug 15, 1905 to Aug 15, 1906	18.60
Costs of suit -	<u>37.60.</u>
	366.49

5% Com on \$300. 15.00

2% " " 66. 1.32 16.32

Total due Aug 18, 1906 - \$382.81

Memoranda

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*M. Brown, E. Brown and
Dud. Bailey*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *1st* Monday in *August*, 190*5*, to answer a bill in chancery exhibited against *them*

*in our said Court by Quinn-Marshall
Company, Incorporated.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *6th*
day of *July*, 190*5*, and *30th* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

H. C. T. Ewing, Clerk.

VS

}

SUBPENA
IN
CHANCERY.

-----p. q

To-----Rules.

-----Court.

*Serve on
Dud Bailey.*

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*M. Brown, E. Brown and
Dud. Bailey*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *1st* Monday in *August*, 190*5*, to answer a bill in chancery exhibited against *them*

*in our said Court by Quinn Marshall
Company, Incorporated.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *6th*

day of *July*, 190*5*, and *13th* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

_____, Clerk.

Copy for Dad Bailey
Invoice
Levin Marshall Co.

VS

SUBPOENA
IN
CHANCERY.

M. Brown et al.

P. Bros. p. q

To 1st August. Rules.

Lee Circuit Court.

1905
not presented by
affirmed Bailey on Aug
this Aug. 8, 1905
J. J. Hughes D. C.
for Wm. Ball
D. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

U. S. Grant Legg and Wm S. Barlow.

J. S. Olinger, Justice of the Peace at his office at Olinger, 8th 1st
to appear before the Judge of our Circuit Court of the County of Lee, at the court house thereof, on the
day of *May* 190*6*, to testify and the truth to say in behalf of the *Plaintiffs*

in a certain matter of controversy in our said court before the
said Judge depending and undetermined between

Quinn-Marshack Company Plaintiff, and

M. Brown and E. Brown are

Defendants . And this *they*

shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, H. C. T. EWING, Clerk of our said court, at the court-house the *24th* day of

April, 190*6*, and in the *30* year of the Commonwealth.

H. C. T. Ewing, Clerk

Quinn Marshall Co

VS.

}
SUBPOENA
FOR
WITNESS

M. E. Brown

Circuit Court,

the 11 day of May

1906

are entered on Feb.,
27th 1906 by sum-
moning the within
named parties

J. J. Hughes, S. J.
P. M. Ball
S. J. 9

To M.Brown and E.Brown:

Take notice that we shall, on the 4th day of May, 1906,
at the office of J.D.Olinger, J.P., in the town of Olinger, Lee Co., Va.,

between the hours of 8 A. M. and 6 P. M., on that day, proceed to take the depositions
of U.S.Grant Legg, and others, to be read in evidence in our behalf,
in a certain suit depending in the Circuit court for the County
of Lee, wherein you are Defendants,
and the Quinn-Marshall Company is Complainant.

and if from any cause, the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

Very respectfully,

Quinn-Marshall Co.,
By Counsel.

April 27 1906

FORM No. 404.

Rever-Marchant Co

vs.

NOTICE TO TAKE
DEPOSITIONS.

M. E. Brown

P. Bro.

p. q.

(Return to E. Brown)

Executed on the
27th day of April,
1906 by delivering a
~~true~~ copies of the
within notice to Mr.
Brown and said
E. Brown not being
found at his usual
place of abode, executed
as to him by delivering
to Mr. Brown, his wife,
a true copy of said notice
explaining to her its
purpose.

J. J. Hughes att.
for P. M. Ball

Quinn-Marshall Co

v. $\frac{2}{3}$ In Chancery

M. Aug E. Brown
